

A. G. Contract No. KR93-0042TRN  
ECS File: JPA 93-03  
Project: G 1050 28C  
Section: Reconstruct Mohave Airport  
Drive and Underpass ESP

**INTERGOVERNMENTAL AGREEMENT**  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE CITY OF KINGMAN

THIS AGREEMENT is entered into 8 APRIL, 1993,  
pursuant to Arizona Revised Statutes, Sections 11-951 through  
11-954, as amended, between the STATE OF ARIZONA, acting by and  
through its DEPARTMENT OF TRANSPORTATION (the "State") and the  
CITY OF KINGMAN, acting by and through its MAYOR and CITY  
COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes  
Section 28-108 to enter into this agreement and has by  
resolution, a copy of which is attached hereto and made a part  
hereof, resolved to enter into this agreement and has delegated  
to the undersigned the authority to execute this agreement on  
behalf of the State.

2. The City is empowered by Arizona Revised Statutes  
Section 41-1513 and 28-1895 et seq to enter into this agreement  
and has by resolution, a copy of which is attached hereto and  
made a part hereof, resolved to enter into this agreement and  
has authorized the undersigned to execute this agreement on  
behalf of the City.

3. The City has requested Economic Strength Project (ESP)  
funds in the amount of \$250,000.00; the Arizona Department of  
Commerce and the Economic Development Commission have  
recommended the approval of such funds for the City, and the  
Transportation Board has approved the funding, for the  
reconstruction of Mohave Airport Drive and the airport  
underpass to provide improved access to the airport industrial  
park, and aid in the retention and development of local  
business, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed  
herein, it is agreed as follows:

NO. <u>17480</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>04/08/93</u>
<u>Richard H. Shoney</u> Secretary of State
By <u>[Signature]</u>

## II. SCOPE

### 1. The City will:

a. Insure the additional commitment of eighty five percent (85%) of the total estimated Project cost, or \$1,433,535.00, whichever is less, from the City or other sources (not including ESP funds) to the Project and related improvements. Upon completion, accept the Project on behalf of the City and provide maintenance.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Transportation Planning Division, 206 S. 17th Avenue, Room 300 B, Phoenix, AZ 85007), in the amount of \$250,000.00.

c. Provide the State a copy of the executed Project contract(s). Substantially draw down and expend the ESP funds within six (6) months after the effective date of this agreement. Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

### 2. The State will:

a. Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the City ESP funds in the amount of \$250,000.00.

## III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the City by reason of state law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of its departments, agencies, officers or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of ESP funds expended under this agreement shall not exceed fifteen percent (15%) of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project, reimbursement and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17 Avenue, Room 222E Mail Drop 616E  
Phoenix, AZ 85007

City of Kingman  
City Manager  
310 N. 4th Street  
Kingman, AZ 86401

10. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

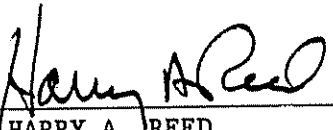
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

**CITY OF KINGMAN**


**STATE OF ARIZONA**

Department of Transportation

By   
CAROL ANDERSON  
Mayor

By   
HARRY A. REED  
Director, Transportation  
Planning Division

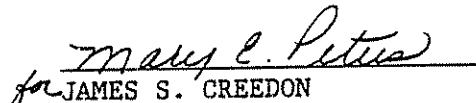
ATTEST:

By   
CHARLENE WARE  
City Clerk

RESOLUTION

BE IT RESOLVED on this 6th day of January 1993, that I, JAMES S. CREEDON, as Acting Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Transportation Planning Division, to enter into an agreement with City of Kingman for the purpose of defining responsibilities for the disbursement of Economic Strength Project funds for the construction and maintenance of improvements to Mohave Airport Drive and the airport underpass.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted for approval and execution by the Director, Transportation Planning Division.

  
for JAMES S. CREEDON  
Acting Director

**CITY OF KINGMAN**

**RESOLUTION NO. 1738**

**A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE CITY OF KINGMAN, ARIZONA APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND THE CITY OF KINGMAN FOR ECONOMIC STRENGTHS FUNDS TO ASSIST IN THE RECONSTRUCTION OF MOHAVE AIRPORT DRIVE AT THE KINGMAN AIRPORT INDUSTRIAL PARK. A.G. CONTRACT NO. KR93-0042TRN**

**WHEREAS**, Kingman Airport Authority, Inc. on behalf of the City of Kingman has applied for assistance through the Arizona Department of Commerce and the Economic Development Commission for Economic Strengths Funds to construct a new entrance into the Kingman Airport Industrial Park; and,

**WHEREAS**, the Arizona Department of Commerce and the Economic Strengths Commission have recommended approval of funds and the Arizona Department of Transportation Board has approved the funding in an amount of Two Hundred Fifty Thousand Dollars (\$250,000.00); and,

**WHEREAS**, Kingman Airport Authority, Inc. is committed to provide any local matching funds which may be required to meet the obligation associated with the Two Hundred Fifty Thousand Dollars (\$250,000.00);

**NOW, THEREFORE, BE IT RESOLVED**, that the Mayor and the Common Council of the City of Kingman, Arizona approves and accepts the Intergovernmental Agreement between the State of Arizona and the City of Kingman in the amount of Two Hundred Fifty Thousand (\$250,000.00) for the construction of a new entrance into the Kingman Airport Industrial Park;

**BE IT FURTHER RESOLVED**, that the Mayor of the City of Kingman is authorized to execute the Intergovernmental Agreement for Project No. G 1050 28C, A.G. Contract No. KR 93-0042TRN and ECS File No. JPA 93-03.

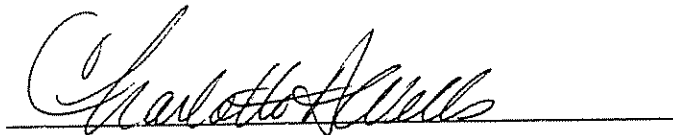
**BE IT FURTHER RESOLVED**, that the Common Council of the City of Kingman will authorize the Vice Mayor to execute any documents in the absence of the Mayor if future action is taken at an official meeting of the Common Council; and,

JPA 93-03

APPROVAL OF THE KINGMAN CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF KINGMAN and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 16<sup>th</sup> day of March, 1993.

A handwritten signature in cursive script, appearing to read "Charlotte Wells", is written over a horizontal line.

City Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS  
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025  
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT  
DETERMINATION

A. G. Contract No. KR93-0042-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 2<sup>nd</sup> day of March, 1993.

GRANT WOODS  
Attorney General

  
JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

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